

REMARKS/ARGUMENTS

This Reply is being filed in response to the second, non-final Official Action of September 21, 2007. The second Official Action no longer rejects any of the claims under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent Application Publication No. 2002/0099829 to Richards et al.; or under 35 U.S.C. § 103(a) as being unpatentable over Richards, in view of U.S. Patent Application Publication No. 2004/0133641 to McKinnon et al. Instead, the second Official Action adds newly-cited U.S. Patent Application Publication No. 2006/0200444 to Bracho et al., and rejects all of the claims as being anticipated by Bracho, or as being unpatentable over Bracho in view of Richards, alone or further in view of McKinnon. That is, the second Official Action rejects Claims 1, 2, 6, 8, 9, 13, 15 and 16 (noting that the Official Action refers to 15-19 in this rejection but, of those, only addresses Claims 15 and 16) under 35 U.S.C. § 102(e) as being anticipated by Bracho; and rejects the remaining claims, namely Claims 3-5, 7, 10-12, 14 and 17-19, under 35 U.S.C. § 103(a) as being unpatentable over Bracho, in view of one of Richards or McKinnon. As explained below, Applicant respectfully submits that the claimed invention is patentable over Bracho, Richards and McKinnon, taken individually or in any proper combination. Nonetheless, Applicant has amended independent Claims 1, 8 and 15 to further clarify the claimed invention. In view of the amendments to the claims and the remarks presented herein, Applicant requests reconsideration and allowance of all of the pending claims of the present application.

A. Claims 1, 2, 6, 8, 9, 13, 15 and 16 are Patentable over Bracho

As indicated above, the first Official Action rejects Claims 1, 2, 6, 8, 9, 13, 15 and 16 as being anticipated by Bracho. According to one aspect of the present invention, as reflected in amended independent Claim 1 (and similarly amended independent Claims 8 and 15), a method is provided for restricting event subscriptions, where each event subscription subscribes to an event maintained by an event server. As recited, the method includes receiving, at a proxy associated with the event server from a network entity, a subscription message subscribing to the event. The method also includes determining whether the network entity is an authorized subscriber, and forwarding the subscription message to the event server if the network entity is

an authorized subscriber. The network entity is thereafter capable of receiving communication from the event server in accordance with the subscription without again determining whether the network entity is an authorized subscriber.

In contrast to amended independent Claim 1, Bracho does not teach or suggest a proxy associated with an event server for receiving, from a network entity, a subscription message subscribing to an event maintained by the event server, determining whether the network entity is an authorized subscriber, and if so, forwarding the subscription message to the event server, where the network entity is thereafter capable of receiving communication from the event server in accordance with the subscription without again determining whether the network entity is an authorized subscriber. In this regard, instead of verifying a subscriber (determining whether the network entity is an authorized subscriber), similar to amended independent Claim 1, Bracho at best discloses verifying an event. As disclosed by Bracho, “an information broker checks to see if a received event is the properly subscribed to event by determining if an event type corresponding to the published event matches a subscription associated with the subscriber, whether or not an event security level corresponding to the event is verified, determining whether or not an event content matches the content filter and whether or not the event authorization is valid.” Bracho, paragraph [0013]. Bracho therefore discloses verifying an event to see if it has an associated subscription, verifying the security level of the event, and matching the event content against a filter to authorize the event. Amended independent Claim 1, on the other hand, recites verifying a subscriber, or rather determining whether the network entity (from which a subscription message is received) is an authorized subscriber.

One may also argue that Bracho also discloses that a subscription to an event is based on a connection with an information broker (alleged proxy) and that, if it is determined that the respective event is registered, then the appropriate output queue is created and the subscription (read connection) is accepted. Even in such an instance, however, Bracho still does not teach or suggest verifying the client (alleged network entity – subscriber) from which the subscription is received, similar to amended independent Claim 1; instead, and again, Bracho discloses authorizing the event. See Bracho, paragraphs [0059] and [0062].

One may also argue that Bracho discloses a request/reply mechanism in which the

information broker (alleged proxy) bypasses subscription matching and filtering. Here, Bracho discloses that a service provider receives a request event from a client (alleged network entity), performs the service and returns the results to the client by instructing the information broker to deliver it directly to the client without publishing the service. By using this mechanism, however, the client (subscriber) does not need a subscription. Here, a group ID (client group) is used for determining permissions and authorizations for sending (publish/deliver) and receiving (subscription/reply), which yet again specifies a manner of authorizing an event, as opposed to a subscriber as in amended independent Claim 1.

Applicant therefore respectfully submits that amended independent Claim 1, and by dependency Claims 2-7 and 20, is patentably distinct from Bracho. Applicant also respectfully submits that amended independent Claims 8 and 15 recite subject matter similar to that of independent Claim 1. Thus, Applicant respectfully submits that amended independent Claims 8 and 15, and by dependency Claims 9-14 and 16-19, are patentably distinct from Bracho, for at least the same reasons given above with respect to independent Claim 1.

In view of the foregoing, Applicant respectfully submits that the rejection of Claims 1, 2, 6, 8, 9, 13, 15 and 16 as being anticipated by Bracho is overcome.

B. Claims 3-5, 10-12 and 17-19 are Patentable over Bracho, in view of Richards

The final Official Action rejects Claims 3-5, 10-12 and 17-19 as being unpatentable over Bracho, in view of Richards. Applicant respectfully submits, however, that Richards does not cure the defects of Bracho, and accordingly, respectfully submit that the claimed invention is patentably distinct from Bracho, in view of Richards. More particularly, in contrast to independent Claims 1, 8 and 15, and by dependency Claims 9-14 and 16-19, neither Bracho nor Richards, taken individually or in any proper combination, teaches or suggests receiving a subscription message, determining whether the network entity is an authorized subscriber, and if so, forwarding the subscription message to the event server, where the network entity is thereafter capable of receiving communication from the event server in accordance with the subscription without again determining whether the network entity is an authorized subscriber. Applicant therefore respectfully submits that the claimed invention is patentably distinct from

Bracho, in view of Richards, taken individually or in any proper combination.

For at least the foregoing reasons, Applicant respectfully submits that the rejection of Claims 3-5, 10-12 and 17-19 as being unpatentable over Bracho, in view of Richards, is overcome.

C. Claims 7 and 14 are Patentable over Bracho, in view of McKinnon

The final Official Action rejects Claims 7 and 14 as being unpatentable over Bracho, in view of McKinnon. Applicant respectfully submits, however, that McKinnon does not cure the defects of Bracho, and accordingly, respectfully submit that the claimed invention is patentably distinct from Bracho, in view of McKinnon. More particularly, in contrast to independent Claims 1, 8 and 15, and by dependency Claims 9-14 and 16-19, neither Bracho nor McKinnon, taken individually or in any proper combination, teaches or suggests receiving a subscription message, determining whether the network entity is an authorized subscriber, and if so, forwarding the subscription message to the event server, where the network entity is thereafter capable of receiving communication from the event server in accordance with the subscription without again determining whether the network entity is an authorized subscriber. Applicant therefore respectfully submits that the claimed invention is patentably distinct from Bracho, in view of McKinnon, taken individually or in any proper combination.

For at least the foregoing reasons, Applicant respectfully submits that the rejection of Claims 7 and 14 as being unpatentable over Bracho, in view of McKinnon, is overcome.

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CONCLUSION

In view of the remarks presented above, Applicant respectfully submits that the present application is in condition for allowance. As such, the issuance of a Notice of Allowance is therefore respectfully requested. In order to expedite the examination of the present application, the Examiner is encouraged to contact Applicant's undersigned attorney in order to resolve any remaining issues.

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,



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